

ESWD User Agreement for non-commercial use

Version: 22 September 2026

This ESWD User Agreement specifies the terms and conditions under which the European Severe Storms Laboratory e.V., Kirchstraße 3, Wessling, Germany (hereafter ESSL) offers selected Users severe weather data from the European Severe Weather Database (hereafter ESWD).

ESSL asks applicants to sign a copy and return it to ESSL so as to acknowledge your acceptance of this User Agreement in full.

1. Using ESWD data

- i. The User will refrain from any action contradicting this User Agreement or the goals of ESSL as specified in its Articles of Association.
- ii. The User may not use ESWD data commercially.
- iii. The User may use the ESWD data only for:

_____ (name of project or description of use)

- iv. The User may not publish raw ESWD data.
- v. The User may not transmit any raw ESWD data to another party.
- vi. In addition to raw ESWD data, ii, iii, iv and v also apply to derived works to which little scientific value has been added by the User, this to be judged by ESSL.
- vii. ESSL may grant exceptions to points ii, iii, iv, and v to the User. Such exceptions are only provided a priori and in writing.
- viii. Derived works may be presented in a scientific context (like a formal scientific publication or a contribution to a scientific conference) by the User, provided that the following source is in a well-visible and readable way:
Source: European Severe Weather Database, ESSL (eswd.eu).
- ix. The User must ensure that it is not possible that any third party can recreate the original data from the derived product with reasonable accuracy. In case of a formal scientific publication, the User must provide a reference to *Dotzek et al. (2009)* both in the text and the reference section.
- x. For scientific work based on ESWD data, it is recommended that the User reconcile the contents with ESSL prior to publication of its results to prevent any misinterpretation of the data to be published.
- xi. In case of violation of one or more of points i, ii, iii, iv, v, or viii, the User shall pay to ESSL a penalty corresponding to either 1) € 60,000, 2) five times the annual fee for an Institutional Supporting Member, or 3) the amount of actual damages caused to ESSL, whichever is higher.

2. Limitation of Liability

- i. Neither ESSL nor its partners are liable for the accuracy, completeness, or reliability of the provided ESWD data.
- ii. Neither ESSL nor its partners guarantee that the utilization of ESWD data will result in the economic, legal, actual or ideal success intended by the User. ESSL and its partners cannot be held liable for the accuracy, completeness and reliability of assessments, opinions, forecasting or equivalent pieces of work based on or referring to ESWD data. ESSL and its partners are neither liable for defects of any software or data made available to the User nor for financial loss resulting from any such defect, whether it be direct or indirect.

3. Jurisdiction and validity of individual provisions

- i. German law shall be applicable exclusively, however excluding German international private law. In all cases of dispute and prior to any court actions the Parties should apply measures of mediation through a neutral third party under the contribution of the ESSL Advisory Council. If the conflict is not thus resolved, the District Court I of Munich (Landgericht München) shall be the exclusive venue of jurisdiction for all disputes arising from or in connection with this Agreement.
- ii. The ineffectiveness or impracticality of a particular provision of this User Agreement shall not affect the validity of any other provisions.

4. Personal Data

- i. I agree that my name and contact details, such as postal and e-mail address, will be stored in the ESSL internal contact database - a cloud service that uses data encryption. These data may only be used by the ESSL employees authorized to access this data.
- ☐ I agree to all parts of this User Agreement
- ☐ I would like to receive updates about ESSL activities sent to my e-mail address

Full name:	E-mail address: Phone:
Organization, i.e. the User as meant in the Agreement. Repeat your full name here if you sign on your own behalf:	Place of signature: Date:
Address:	Signature: